38-197

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TRANSFER TAX PAID

WARRANTY DEED (030901G)

O20619ESTELLE L. MAILLET, whose mailing address is 4935 Avila Avenue, Carlsbad, CA 92008, for consideration paid, Grants to LARRY TAYLOR and JUNE SAWYER, husband and wife, whose mailing address is PO Box 257, Buxton, ME 04093, as Joint Tenants, with Warranty Covenants, the land in Waterville, Kennebec County, Maine, bounded and described as follows:

A certain lot or parcel of land situated in Waterville, County of Kennebec and State of Maine, and being a part of land developed under the name of Silvermount, said lot being numbered sixty-eight (68) on the Revised Plan of Silvermount made by Harry E. Green, Civil Engineer, on May 16, 1946, which revised plan is on file in Kennebec Registry of Deeds, and to which plan reference is made for a more particular description of said lot.

Subject, however, to the following restrictions numbered from 1 to 8 which will be binding upon all persons claiming or holding under or through grantees, for a period extending to January 1, 1960, and which, until said date shall be deemed as covenants running with the title to said land.

- 1. That said land shall be used only for residential purposes and not more than one residence and the out buildings thereof, such as garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.
- 2. That no house for more than two families shall be built upon said land and that no single house costing less than six thousand (6,000) dollars and no double dwelling house costing less than eight thousand (8,000) dollars shall be built upon said land, and that no building shall be erected or placed on any part of said land nearer to the line of any street upon with said land abuts than twenty-five (25) feet.
- 3. That all out buildings, including garages, shall not be erected nearer than twenty-five (25) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house in which event it shall not be nearer any side street than twenty-five (25) feet.
- 4. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be creeted or maintained on said lot or any building thereon.
- 5. That no fences or construction of any kind shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

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- 6. That no cows, horses, goats, swine, hens, or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.
- 7. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.
- 8. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the grantor in a plot of land known as Silvermount, and for a violation of the term thereof, or any of them, by the said grantees, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantor and his assigns, or the owner of any lot in the plot of land known as Silermount to proceed at law or in equity to compel compliance with the terms thereof, the grantor does not hold himself responsible for the enforcement of the foregoing restrictions.

Together with a right of way in common with others over the streets as shown on Plan of Silvermount, except that it is understood that this deed does not convey to the within grantees any rights in reference to that portion of the street shown of Plan of Silvermount lying between lot sixty-six on the north side and lot sixty-seven and sixty-eight on the south side, said proposed road as shown on original plan of Silvermount having been climated by reason of a relocation of lot sixty-seven an sixty-eight, said relocation being shown by the Revised Plan above referred to made by Harry E. Green, Civil Engineer, on May 16, 1946.

Being the same premises as described in the deed from John L. Borodko and Geraldine E. Borodko to Yvon L. Maillet and Estelle L. Maillet, dated May 15, 1959 and recorded in Book 1151 Page 116, Kennebec County Registry of Deeds. The said Yvon L. Maillet deceased on July 7, 2002 and Estelelle L. Maillet is the surviving joint tenant.

WITNESS my hand and seal this It day of June, 2003.

ESTELLE L. MAILLET

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STATE OF CALIFORNIA

Country of San Billego

June 1115, 2003

Personally appeared the above named Estelle L. Maillet and acknowledged the foregoing instrument to be her free act and deed.

ELIZABETH S. QUINETTE
Commission & 1362444
Notary Public - California
San Diego County
My Comm. Expires Jun 25, 2006

Before me,

Clicabeth Scharille

Notary Public

ELIZABETH S. CHURNETTE. (Print Name and Affix Seal)

ELIZABETH S. QUINETTE
Commission # 1362444
Notery Public - California

San Diego County

My Comm. Expires Jun 25, 2006

RECEIVED WERNEDER SS.

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WHEN RESERVED OF DEEDS